

Appendix A

Approved, SCAO		Original - Court 1st copy - Plaintiff	2nd copy - Defendant 3rd copy - Proof of service
STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT	ANSWER, CIVIL (PAGE 3 OF 4)	CASE NO. 2200061GC Hon. Michelle Friedman	

Plaintiff's name(s) JPMORGAN CHASE BANK N.A.	v	Defendant's name(s) Katrina Bergunder
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CHECK ALL THAT APPLY (for each box checked, attach a statement of facts)

AFFIRMATIVE DEFENSES

Defendant, Attorney for defendant states the following affirmative defenses:

1. I paid this debt in full (satisfied). Attached is proof of payment.

2. This action is barred by the statute of limitations because

- the plaintiff failed to sue within six years of _____ the last activity on the alleged account. MCL 600.5807(8).
- the alleged contract involves a motor vehicle retail sales installment contract or the sale of other goods, and the plaintiff failed to sue within four years of _____, the last activity on the alleged account. MCL 440.2725(1).
- the plaintiff failed to sue within three years after the alleged contract of sale of a mobile home on _____. MCL 125.2333.

3. I paid an amount that the plaintiff accepted as payment in full (accord and satisfaction). Attached is proof of payment.

The debt was discharged in bankruptcy. The case number was _____. *DISTRICT COURT
OAK PARK, MICH
TRUE COPY*

4. The contract is void or voidable because

- I was a minor when the alleged contract was made.
- I was not mentally competent when the alleged contract was made. Probate case number *MAY 15 2024*
Attached are my letters of conservatorship/guardianship.
- there was no valid contract (no meeting of the minds) because See Attached Statement of Facts.

5. The contract was severely unjust or extremely one-sided (unconscionable).

6. I am not liable for the alleged damages because of the plaintiff's contributory negligence.

7. The alleged contract is unenforceable because it is not in writing (statute of frauds).

8. My vehicle was repossessed and later sold in a commercially unreasonable manner. MCL 440.5807(3).

9. The contract should not be enforced because of the plaintiff's improper conduct (fraud and/or duress).

10. The goods purchased were defective (failure of consideration).

11. The terms of the contract did not express what the parties intended (mutual mistake).

12. I have not been credited for all payments made on the alleged account. Attached is proof of payment.

13. Other: See Attached Statement of Facts.

05/16/22
Date

Katrina Bergunder
Defendant/Attorney signature

Katrina Bergunder
Name (Type or print)

Approved, SCAO
Form MC 03, Rev. 1/21
MCR 2.111
SRL
PAGE 4 OF 4

45TH DISTRICT COURT
2022 MAY 16 10:37

Approved, SCAO STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT	Original – Court 1st copy – Plaintiff ANSWER, CIVIL (PAGE 4 OF 4)	2nd copy - Defendant 3rd copy – Proof of service CASE NO. 2200061GC Hon. Michelle Friedman
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STATEMENT OF FACTS

4c. I thought that Plaintiff would be reasonable in repayment in the event of dramatic, devastating, and unforeseen world events such as the global pandemic of COVID-19 that resulted in the world shutting down, loss of work, and the death of millions

5. At the time I was living in poverty, in an abusive situation, and struggling in college, I agreed to the unfair terms to support myself in times when my \$10/hour job could not.

9. When inquired, they insisted that if I had hardships that they would work with me. Despite my numerous repeated calls, Plaintiff was unwilling to work with me.

11. As part of the world, I thought that Plaintiff would know about large, unforeseen world events and be reasonable in the event of them.

13. While Plaintiff has continuously refused to negotiate, I am still willing to negotiate with Plaintiff to resolve our issues.

DISTRICT COURT 45-B
OAK PARK, MICHIGAN
TRUE COPY
S. J. H. O.
DATE MAY 15 2024

45TH DISTRICT COURT
2022 MAY 16 AM 10:37